

## FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

## INSURING AGREEMENTS

1. Generouse. To indemnify the insured for the insured's ultimate net loss in access of the insurance inforted under the Blanket Excess Lichility or "Umbrello" policies specified in Rein 7 of the Declarations, berediter colled underlying insurance, in bull force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except or respects injury to or destruction of corpored property, including loss of use thereof.

of corpored property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurence policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable appregate limit or limits of liability under said underlying policy or policies solely by remain of losses paid there under on account of occurrences during this policy period, this (Cambaugh

policy shall in the event of reduction, apply as samess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability decided in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

T. Policy Period. This policy applies only to occurrences which take place during the policy period.

## DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or safeays.

### CONDITIONS

L. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance alforded by the underlying policies of insurance (apply-

| (Continued on Page Two)              |  |  |  |  |  |
|--------------------------------------|--|--|--|--|--|
| COUNTERBIGNATURE OF AUTHORIZED AGENT |  |  |  |  |  |
|                                      |  |  |  |  |  |
|                                      |  |  |  |  |  |

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM) 5902-2-72

PRODUCER'S COPY



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## (Continued from Preceding Page)

Ing as excess over various policies of primary insurance) with combined limits of licibility for said underlying insurance stated in them of the declarations, or renewals or replacements thereof not allowed to the declarations, or renewals or replacements thereof not allowed to the control of the policy, shall be modificated in full effect during the period of this policy, and of claims arising out of occurrences during this policy period, such underlying insurance, it not maintained in full effect by the insured or if there is any change in the scope of coverage under any underlying insurance, the insurance alloyed by this policy shall apply in the same momer as though such underlying policies had been so incinitalized and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of licibility), conditions and exclusions are are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any seatch warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of licibility, and any renewal agreement.

and limits of licibility, and any renewal agreement.

2. Notice of Contrance. The Insured shall immediately advise the Company of any occurences or discaser which will probably result in liability under this policy. The Company, shall, not, have year, be called upon to assume charge of the seitlement or defense of any claims made, or suits knought, or proceedings instituted agrainst the insured, but shall have the right and opportunity to be suscicled with the insured. In the defense and triad of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, many create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the insured and the Company of the claim or claims.

3. Payment of Loss, it is a condition of this policy that the insurance

of the claim or claims.

A. Payment of Loss, it is a condition of this policy that the insurance affected under this policy shall apply only after all underlying insurances has been exhausted. Upon find determination by sufficient, award or verdet of the liability of the insured, the Company shall promptly pay the insured as the insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and proposed by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company of the conformity, with this policy. Hankutptey or insolvency of issured shall not relieve the Company of any of its obligations.

4. Payment of Expenses Loss expenses and legal expenses, including nourk costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or delense of claims, suits or proceedings shall be home by the Company and the insured in the proportion that each party's share of less bears to the total amount of said loss. Loss expense homewhat shall not include saidries and expense of the insured's employed incurred in investigation, adjustment and illigation.

shows a messagation consider and intigation.

S. Appeal. In the event the insured or any underlying insurer elects not to appeal a judgment in excess of the canount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

E. Subregation. In the event of any payment of this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any purson or organization and the insured shall execute and deliver instruments and papers and do windever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subregation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

bear the expenses thereof.

7. Fromium. The prevalum for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, the expedited is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium poid, the Named Insured shall pay the excess to the Company; it less, the Company shall return to the Named Insured the uncauded partition, subject to the common minimum premium stated in the Declarations for each twelve months of the policy period, and subject further its the policy minimum premium as stated in the Declarations.

as stated in the Declarations,

\$. Cancellation. This policy may be concelled by either parly upon

\$0 days' notice in writing to the other slatting the date cancellation
shall be effective. If concellation is at the request of the insured
adjustment of premium shall be not short rate, and if cancelled by
the Company, adjustment shall be note pro rate. However, in the
event of cancellation or termination of the underlying insurance,
which policy, shall cause to capply at the stane time without notice
to the insured, Notice shall be given by the Company to the insured,
at the address shown in the declarations. Payment or lander of
unecanced premium is not a condition of cancellation.

## nuclear energy liability exclusion endorsement

## (Broad Porm) - ~

It is agreed that the policy does not apply:

L Under any Liability Coverage, to injury, sickness, disease, death or destruction

or destruction of its limit of limitity or

upon exacustion of its limit of accounts of account and with respect to which (1) carp person or organization is required to meintain financial protection pursuant to the Atomic Energy Act of 1984, or any law amendatory thereof, or (2) the instance is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agreety thereof, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America, or any agreement entered into by the United States of America.

I. Under any Liability Coverage, to injury, sickness, disease, death a destruction resulting from the hazardous properties of nuclear naterial, if

a) the nuclear material (1) is at any nuclear facility owned by, a operated by or on behalf of, an insured or (2) has been distant of alspersed therefrom:

inclear material is contained in spent just or waste at such processed, bandled used processed, stored, transported sposed of by or on behalf of an insured; or (Continued (Continued))

(c) the injury, sixtness, disease, death or destruction arises out of the humishing by an insured of services, materials, parks or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear iccility, but it such icality is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear icality.

Ill. As used in this endorsement:

"hazardous proporties" include radioactive, toxio or explosive

"nuclear material" means source material, special nuclear material or byproduct material;

"source malerial," "special audience material," and "byproduct ma-lerial" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

"spent fuel" means and luel element or luel component, solid or liquid, which has been used or exposed to radiation in a nuclear

"wanto" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the defination of nuclear facility under paragraph (a) or (b) thereof:

unagear lacility, precas

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating

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# (Continued from Proceeding Page)

the isolopes of translum or plutonium. (2) processing or utilising spent fuel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alleying of special nitries material if at any time the cloid amount of such material in the custody of the insured of the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or turanium 233 or any combination thereof, or more than 250 grams of wrantum 255, (d) any structure, basin, exacavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations

"nucleut reactor" means any apparatus designed or used to sustain nuclear listion in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Beardary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

HPWR INLANA

- CAR

Myen Die Bain

PRESIDENT

C.I. - 00367

| SCHEDULE OF                    | UNDERLITING INSURANCE  | <b>#1</b>        |
|--------------------------------|------------------------|------------------|
| Layer                          | Participation          | 01818            |
| A) \$5,000,000 XS primary      | -                      |                  |
| London                         |                        |                  |
| Northbrook                     | \$4,000,000            | e a back from an |
|                                | 1,000,000              | 12753            |
| B) \$15,000,000 X3 \$5,000,00  | ю.                     |                  |
| London                         | \$7,500,000            |                  |
| Northbrook                     | 3,750,000              |                  |
| Granite State                  | 3,750,000              | •                |
|                                | 3,110,000              |                  |
| c) \$30,000,000 xs \$20,000,0  | 100                    |                  |
| London                         | \$15,000,000           |                  |
| AIU Ins. Co.                   | 3,000,000              |                  |
| Transit                        | 2,000,000              | ••               |
| Hartford                       | 2,000,000              |                  |
| Granite State                  | 7,000,000              |                  |
| Gerling Kanzern                | 1,000,000              |                  |
| D) \$25,000,000 XS \$50,000,00 | 00                     |                  |
| London                         | \$4,000,000            |                  |
| Integrity                      | 2,000,000              |                  |
| Morthbrook                     | 7,000,000              |                  |
| National Union                 | 1,000,000              |                  |
| Transit                        | 5,000,000              |                  |
| Granite State                  | 4,000,000              | *                |
| ATU                            | 2,000,000 <sup>7</sup> |                  |
| •                              |                        |                  |
| E) \$25,000,000 XS \$75,000,00 | DO                     |                  |
| City Insurance                 | \$5,500,000            | •                |
| Granite State                  | 8,500,000              |                  |
| Remion Adriatica               | 1,000,000              |                  |
| Mational Union                 | 6,000,000              |                  |
| Transit                        | 3,000,000              |                  |
| Hartford                       | 1,000,000              |                  |

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| 6-30-79                    |
| PRODUCER                   |
| NATUME OF AUTHORIZED AGENT |
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| -                          |

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|---------------|--------------|--------------|------------------|----|
| Architects, I | ingineers or | Trofessional | Lisbilityclusion | #2 |
|               |              |              |                  |    |

It is agreed that this policy shall not apply to any liability srising out of any professional services performed by or for the Insured, including, but not limited to

- (A) the preparation or approval of maps, plans opinions, reports, surveys, designs or specifications and
  - (B) Supervisory, inspection or engineering services.

| Accepted: |       | •       |     |           |         |
|-----------|-------|---------|-----|-----------|---------|
|           | Named | Insured | OZ. | Executive | Officer |

| POLICY NUMBER  |                             |       | INSURED                        | KFFECTIVE   |
|--|-----------------------------|-------|--------------------------------|-------------|
| XIX-137 04 26  | W. E. Grace                 | Ł Co. |                                | 6-30-79     |
| FIREMAN'S FUND INSUR THE AMERICAN INSURA NATIONAL SURETY C ASSOCIATED INDEMNIT | LNCE COMPANY<br>CORPORATION |       | PRODUCER                       | <del></del> |
| AMERICAN AUTOMOBILE IN   | SURANCE COMPANY             |       | COUNTERSIGNATURE OF AUTHORIZED | MENT        |
| Myrow Du   | Bain                        |       |                                | .•          |
|  | PRESIDENT                   | 70.X  | ,                              | •           |

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ME OFFICE: P. O. BOX 3398/SAN FRANCISCO, CALIFORNIA 94118

CERTIFICATE OF REINSURANCE

This is to certify that we have effected Reinsurance as follows:

REINSURED:

Fireman's Fund Insurance Op.

INSURED AND ADDRESS:

W.R. Grace & Co. 1114 Avenue of the Americas New York, N. Y. 10036

REINSURED'S POLICY NO.: XIX 137 04 26 (New York)

LOCATION OF RISK:

COVERAGE:

. Blanket Excess Liability Policy

REINSURANCE PERIOD: From:

REINSURED'S POLICY LIMITS:

June 30, 1979 To: June 30, 1980 34,000,000, each occurrence/\$4,000,000, aggregate part of \$50,000,000, each occurrence/\$50,000,000. aggregate excess of \$100,000,000, each occurrence/\$100,000,000, aggregate.

REINSURED'S RETENTION:

\$3,000,000, P/0 \$4,000,000.

REINSURANCE ACCEPTED:

\$1,000,000. P/O \$4,000,000.

図 PRO RATA

EXCESS OF LOSS

TINSURANCE PREMIUM: EX NON ADJUSTABLE PREMIUM

ADJUSTABLE PREMIUM

XXX PREMIUM: TOTAL M.P.

. EXE INSTALLMENT PREMIUMS.

Amount due

CONDITIONS:

Cancellation as original plus ten days.

All other terms and conditions as original.

INFORMATION: Various

REINSURED WITH:

HBF Binding Authority Hannover Re. (160%)

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DATE

Office

full reinsurance clause. ;

THE EXCESS AND SPECIAL RISK MARKET INC.

880064-8-74

C:I: - 00370

## DESCRIPTION OF THE PROPERTY OF

THE EXCESS AND SPECIAL RISK MARKET INC. FULL REINSURANCE CLAUSE

Being a Reinsurance of and warranted same gross or net retries specified exhibition of privile same terms and conditions as and to follow the settlements of Ass Reinsured, and that said Reinsured retains during the currency of this Certificate at least the amount stated herein on the identical subject matter and risk sind (invidentically risk same proportion on each separate part thereof, but in the event of the retained line being less than the amount stated herein, Reinsurance Accepted to be proportionately reduced.

The above quase only applies if specifically referred to overleaf,

reinfluris writh. ABE Binding Authority Ramover Re. (100%)

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All other temes and conditions as original. Cancellation as oxiginal plue ten days. STATISTING IS

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\$1,000,000. 2/0 \$1,000,000:

PHENIMEL + SETEMINAL

\$2,000,000. 1/0 \$4,000,000.

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(New York) · ., MLZ 137 04 26 electors. · which but

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| l San Francisco<br>I Los Angeles<br>I Chicago  | ☐ New York '   | •                        |  | Insurance's Reinsu<br>Underwriting Mana<br>Surplus Lines Brok   | aera                              |
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| , 'Fi  | reman's Fund   | Ins. Co.                 |  | DATE October 30,  | 19 79                             |
| No:<br>P.:   | rth Jersey P.:<br>O. Box 221                                   | s.o, ~                   | •  | INSURED   |                                   |
| Pa   | rsippeny, N.J  | . 07054                  | •  | W. R. Grace XLX 1370426   | 4 Co. )                           |
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| POLICY NO.   | EFF. DATE  | SION)<br>EXPIR. DATE     | DESCRIPTION OF COVERAGE  | <del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>  | R NO. F ,070                      |
| **************************************   |  |                          | Blanket Excess Liabil  |   | R NO. F .070  COMMISSION  20.00 % |
| POLICY NO.   | EFT, DATE  | EXPIR. DATE              |  | , GROSS PREMIUM   | COMMISSION                        |
| POLICY NO.   | EFT, DATE  | EXPIR. DATE              | Blanket Excess Liabil Policy ENEW/RENEWAL BOADDONAL PREMIUM  |   | 20.00 %                           |
| POLICYNO.  ES 100 69 07  | ETT, DATE 6~30~79  | 6-30-80                  | Blanket Excess Liabil<br>Policy<br>E-NEW/RENEWAL<br>En Abbrional Premium   | GROSS PREMIUM  \$ 1,500.00  TAXES OR FEES   | COMMISSION  20.00 %  DESCRIPTION  |
| ES 100 69 07  ES 100 69 07  EASE RETURN ONE HE EXCESS & SPEC O, BOX 5895 6N FHANCISCO, CO. | ETT, DATE  6-30-79  6-30-79  E COPY WITH YOUR HALL RISK MARKET | 6-30-80  REMITANCE TOTAL | Blanket Excess Liabil Policy  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  RETURN BREMIUM  ALL PF  NOTICE: NO FLAT GANC We are required by  | GROSS PREMIUM  \$ 1,500.00  TAXES OR FEES   | COMMISSION  20.00 %  DESCRIPTION  |
| POLICYNO.  ES 100 69 07  EASE RETURN ONE HE EXCESS & SPEC                                  | ETT, DATE  6-30-79  6-30-79  E COPY WITH YOUR HALL RISK MARKET | 6-30-80  REMITANCE TOTAL | Blanket Excess Liabil Policy  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  BLANEW/RENEWAL  RETURN BREMIUM  ALL PF  NOTICE: NO FLAT GANC We are required by  | GROSS PREMIUM  \$ 1,500.00  TAXES OR FEES  REMIUMS MUST BE PAID ELIATIONS ARE ALLOWABLE the Underwriters of this insurance is in all eases. | COMMISSION  20.00 %  DESCRIPTION  |
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| POLICYNO.  RS 100 68 67 6-  EASE RETURN ONE COPHE EXCESS & SPECIAL R | SO-79  WITH YOUR SK MARKET | EXPIR DATE  G-30-80  REMITANCE TO: INC. | DESCRIPTION OF COVERAGE  Bleeket Excess Libbility  Policy  Et NEW/RENEWAL  G: ADDITIONAL PREMIUM  D RETURN PREMIUM  ALL PREMIUM  NOTICE: NO FLAT CANCELL  We size required by the foregamen premiums in | GROSS PREMIUM OOMMSSION  \$ 1,500.60 20.60 %  TAXES OR PEES DESCRIPTION  AUMS MUST BE PAID WITHIN 30 DAYS ATIONS ARE ALLOWABLE ON THE BUSINESS Underwribus of this insurance to hold you responsible  |
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